



Sheriff's Department/Corporation Counsel

RLB

**AMENDMENT OF CONTRACT 004559**

**AMENDMENT 04**

**AMENDMENT DATE: April 12, 2017**

This AMENDMENT OF CONTRACT (hereafter this "Amendment") is made and entered into by and between the Contractor named and identified below, (hereafter "Contractor") and the COUNTY OF OAKLAND (hereafter "County") whose address is 2100 Pontiac Lake Rd, Waterford, MI 48328.

CONTRACTOR	ADDRESS
Inmate Calling Solutions LLC	2200 Danbury Street San Antonio, TX 78217
Vendor Number: 19667	

The County and Contractor agree and acknowledge that the purpose of this Amendment is to modify as provided herein and otherwise continue the present contractual relationship between the Parties as described in their current contract with the same contract number as above.

In consideration of the extension of the mutual promises, representations, assurances, agreements, and provisions in the Contract and this Amendment, the adequacy of which is hereby acknowledged by the Parties, the County and Contractor hereby agrees to amend the current Contract as follows:

- 1.0 The County and Contractor agree that any and all defined words or phrases in the current Contract between the parties will apply equally to and throughout the amendment.
- 2.0 The Parties agree that any and all other terms and conditions set forth in the current Contract between the Parties shall remain in full force and effect and shall not be modified, excepted, diminished, or otherwise changed or altered by this Amendment except as otherwise expressly provided for in this Amendment.
- 3.0 Description of Change:

See Amendment 4 – Attached.



OAKLAND COUNTY EXECUTIVE, L. BROOKS PATTERSON

COMPLIANCE OFFICE  
PURCHASING

Compliance Office | Purchasing  
248-858-0511 | purchasing@oakgov.com

For and in consideration of the mutual assurances, promises, acknowledgments, warrants, representations, and agreements set forth in the Contract and this Amendment, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the undersigned hereby execute this Amendment on behalf of the County, and Contractor and by doing so legally obligate and bind the County and Contractor to the terms and conditions of the Contract and this Amendment.

THE CONTRACTOR:

SIGN / DATE: Brendan Philbin  
Brendan Philbin (Apr 13, 2017)

Inmate Calling Solutions LLC

THE COUNTY OF OAKLAND:

SIGN / DATE: Scott N. Guzy  
Scott N. Guzy (Apr 13, 2017)

Pamela L. Weipert, CPA CIA, Compliance Officer  
or

Scott N. Guzy, CPPO, MBA, Purchasing Administrator

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**AMENDMENT No. 4 to the  
INMATE TELEPHONE SERVICES  
AGREEMENT**

This Amendment No. 4 to the Inmate Telephone Services Agreement dated 9/1/2015, as previously amended, (the "Agreement") is made by and between **Inmate Calling Solutions, LLC, d/b/a ICSolutions** and **County of Oakland, Michigan** effective as of April 3, 2017 ("Amendment Date"). Whereas, the parties agree as follows:)

1. Sections 3, Installation and Section 4, Equipment and Materials under the Agreement, as amended by Amendment 3 are hereby further amended to expand Video Visitation System deployment plus the deployment of deposit kiosks in the booking and lobby areas of the jail.
  - 48 x Wall Mounted Inmate Kiosks
  - 2 x Mobile Inmate Kiosks
  - 18 x Visitor Kiosks
  - 18 x Stainless Steel visitor booths
  - 10 x POE Switches
  - 66 x Conduit\Cable\Connector Packages
  - 2 x Video Call Processors
  - 2 x Video Recording Servers
  - 1 x Monitoring Workstation
  - 1 x Visitor Registration Terminal
  - Remote Visitation Enabled
  - Turnkey installation including all necessary conduit and cabling
  - All-inclusive warranty, support repair\replace maintenance package
  - Remote visitation services charged to consumers at \$0.50 per Minute in 20-Mnute intervals, inclusive of the Recovery Fee described herein.
  - Intake Booking Kiosk with bulk coin and bulk cash acceptors
  - Lobby Deposit Kiosk accepting cash, credit\debit card deposits
  - \$4.00 Transaction Fee will apply to all deposits
2. The first sentence of Section 7.3 of the Agreement, as further amended by Amendment 3, is hereby replaced with the following:

Commencing with July 2016 calling revenue, Contractor shall pay County a monthly Commission of seventy five and one tenth percent (75.1%) of the gross call revenue. Commencing with calling revenue dated December 1st 2016 and continuing through November 30th 2019, ICS shall retain the first \$0.25 per call ("Video Recovery Fee") to recover the initial investment and ongoing monthly warranty expense of the video visitation system and pay the County seventy five and one tenth percent (75.1%) of the remaining call value. Upon recovery of a \$429,505 initial investment in the video visitation system plus a \$2,850.00 monthly warranty fee for each month of service, Contractor shall no longer retain the first \$0.25 per call but



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shall pay the County seventy five and one tenth percent (75.1%) of the gross call value with a continued offset of the \$2,850.00 monthly warranty fee against Commissions otherwise due to County. Contractor shall pay to County an additional Commission of 50% of any remote video visitation service fees collected from consumers. Gross call revenue includes no deductions for unbillable, chargebacks or bad debt

3. Except as amended herein, the Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment by their duly authorized representatives effective as of the Amendment Date first set forth above:

**Inmate Calling Solutions, LLC**  
**d/b/a ICSolutions**

**County of Oakland, Michigan**

Brendan Philbin  
Brendan Philbin (Apr 13, 2017)

Scott N. Guzy  
Scott N. Guzy (Apr 13, 2017)

Vice President Business Development

Purchasing Administrator